

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALTERRA AMERICA INSURANCE CO.,

Plaintiff,

v.

NATIONAL FOOTBALL LEAGUE, *et al.*,

Defendants.

Index No. 652813/2012 E

**STIPULATION OF
DISCONTINUANCE**

DISCOVER PROPERTY & CASUALTY
COMPANY, *et al.*,

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE, *et al.*,

Defendants.

Index No. 652933/2012 E

WHEREAS, these actions include claims asserted as between Hartford Accident and Indemnity Company and New England Reinsurance Corporation (collectively, “Hartford”), on the one hand, and the National Football League and NFL Properties LLC (collectively, “NFL”), on the other; and

WHEREAS, these actions also include claims asserted as between Hartford, on the one hand, and certain Insurers identified in Exhibit A (“Insurers”), on the other hand, which claims currently are subject to the Stipulation Regarding Cross-Claims and Counterclaims Among Insurer Parties entered in these actions on or about January 10, 2017, and amended by addenda

on or about April 11, 2017, August 28, 2017, and April 24, 2018 (the “Stipulation Regarding Cross-Claims and Counterclaims Among Insurer Parties”);

IT IS HEREBY STIPULATED AND AGREED, by and between all parties to these actions, by the undersigned attorneys for the parties below, that:

1. Pursuant to CPLR 3217(a)(2), all claims asserted by and between Hartford and NFL are discontinued with prejudice;

2. Pursuant to CPLR 3217(a)(2), all claims asserted by and between Hartford and the Insurers are discontinued without prejudice;

3. For the avoidance of doubt, the discontinuances provided for in paragraphs 1 and 2 above are without prejudice to: (i) any rights, claims, defenses or responses that the NFL and any of the Insurers may have against each other, now or in the future; and (ii) any rights, claims, defenses or responses that any of the Insurers and Hartford may have against each other, now or in the future, except to the extent that Hartford and any of the Insurers may have tolled the statute of limitations, laches or other time-based defenses as between one another pursuant to the Stipulation Regarding Cross-Claims and Counterclaims Among Insurer Parties and that certain Tolling Agreement executed between Hartford and the Insurers in 2018;

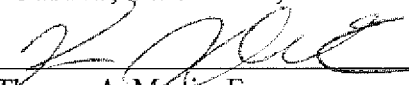
4. Hartford is dismissed from these actions in accordance with and subject to the foregoing;

5. No party hereto is an infant, incompetent person for whom a committee has been appointed, or conservatee;

6. This stipulation may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same agreement. Facsimile or PDF signatures shall have the same force and effect as originals; and

7. This stipulation may be filed without further notice with the Clerk of the Court.

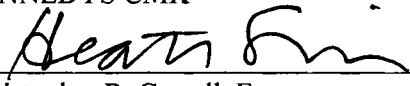
Dated: _____, 2018

<p>PUTNEY, TWOMBLY, HALL & HIRSON LLP</p>  <p>Thomas A. Martin, Esq.</p> <p>and</p> <p>HERMES, NETBURN, O'CONNOR & SPEARING, P.C.</p> <p>Kevin J. O'Connor, Esq.</p> <p>Attorneys for Plaintiff</p> <p>Discover Property & Casualty Insurance Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company and Travelers Property Casualty Company of America</p>	<p>KENNEDYS CMK</p> <hr/> <p>Christopher R. Carroll, Esq. Heather E. Simpson, Esq. Mark F. Hamilton, Esq.</p> <p>Attorneys for Defendants</p> <p>TIG Insurance Company The North River Insurance Company United States Fire Insurance Company</p>
<hr/> <p>Seth G. Park, Esq. Edward J. Tafe, Esq.</p> <p>Attorneys for Defendants</p> <p>Continental Insurance Company Continental Casualty Company</p>	<p>WINDELS, MARX, LANE & MITTENDORF, LLP</p> <hr/> <p>Stefano V. Calogero, Esq. Andrew K. Craig, Esq.</p> <p>Attorneys for Defendant</p> <p>Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company</p>

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Dated: November 6, 2018

<p>PUTNEY, TWOMBLY, HALL & HIRSON LLP</p> <hr/> <p>Thomas A. Martin, Esq.</p> <p>and</p> <p>HERMES, NETBURN, O'CONNOR & SPEARING, P.C.</p> <p>Kevin J. O'Connor, Esq.</p> <p>Attorneys for Plaintiff</p> <p>Discover Property & Casualty Insurance Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company and Travelers Property Casualty Company of America</p>	<p>KENNEDYS CMK</p> <hr/>  <p>Christopher R. Carroll, Esq. Heather E. Simpson, Esq. Mark F. Hamilton, Esq.</p> <p>Attorneys for Defendants</p> <p>TIG Insurance Company The North River Insurance Company United States Fire Insurance Company</p>
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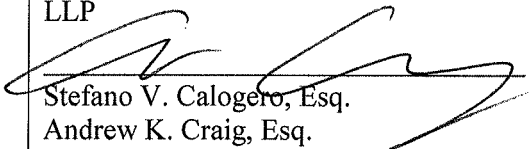
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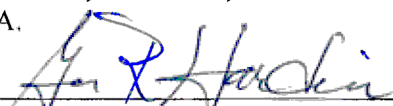
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<p><i>CNA Coverage Litigation Group</i> <i>E. G. Park</i></p> <hr/> <p>Seth G. Park, Esq. Edward J. Tafe, Esq.</p> <p>Attorneys for Defendants</p> <p>Continental Insurance Company Continental Casualty Company</p>	<p>WINDELS, MARX, LANE & MITTENDORF, LLP</p> <hr/> <p>Stefano V. Calogero, Esq. Andrew K. Craig, Esq.</p> <p>Attorneys for Defendant</p> <p>Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company</p>

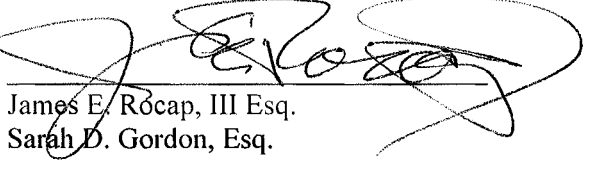
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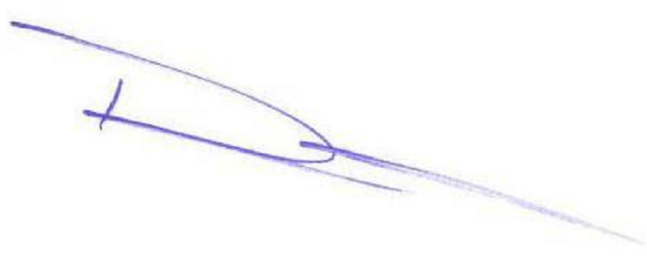
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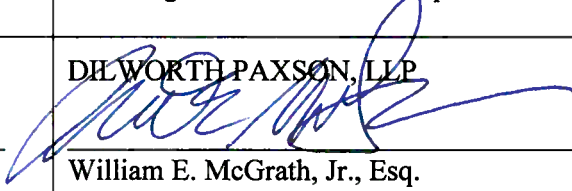
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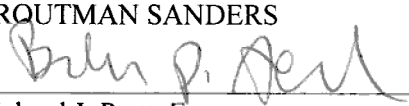
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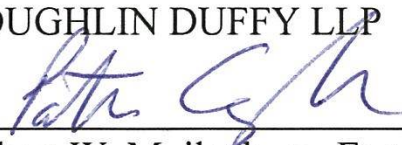
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<p>TROUTMAN SANDERS</p> <p>Richard J. Pratt, Esq. Brandon Almond, Esq.</p> <p>Attorneys for Defendants XL Insurance America Inc. and XL Select Insurance Company</p>	<p>COUGHLIN DUFFY LLP</p> <p>Robert W. Muilenburg, Esq.</p> <p>Attorneys for Defendants American Guarantee and Liability Insurance Company and Arrowood Indemnity Company (f/k/a Royal Indemnity Company)</p>

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<p>Florida Department of Financial Services as Receiver of Guarantee Insurance Company</p> <p><i>Salma Zacur</i> 11-26-2018</p> <p>Salma Zacur</p> <p>Deputy Receiver of Guarantee Insurance Company</p>	<p>BATESCAREY LLP</p> <hr/> <p>Adam H. Fleischer, Esq. Michael H. Passman, Esq.</p> <p>Attorneys for Defendant Westport Insurance Corporation, as successor-in- interest to Employers Reinsurance Corporation</p>
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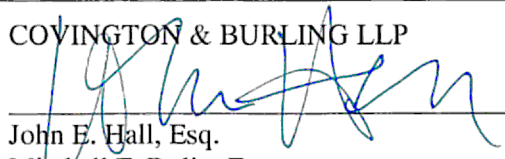
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EXHIBIT A – LIST OF “INSURERS”

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4. Travelers Indemnity Company
5. Travelers Property Casualty Company of America
6. ACE American Insurance Company
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